

00- R -0822

(Do Not Write Above This Line)

A RESOLUTION BY:

CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR PROJECT 752540 BRMLB 9042(1) FULTON COUNTY TO REPLACE THE BRIDGE ON CS2661/HOLLYWOOD ROAD AT PROCTOR CREEK IN FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

ADOPTED BY

JUN 19 2000

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee
City Utilities

Date
6-13-00

Chair
Clare Muller

Action:
Fav, Adv, Hold (see rev. side)
Other:

Members

[Signature]
[Signature]
[Signature]

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

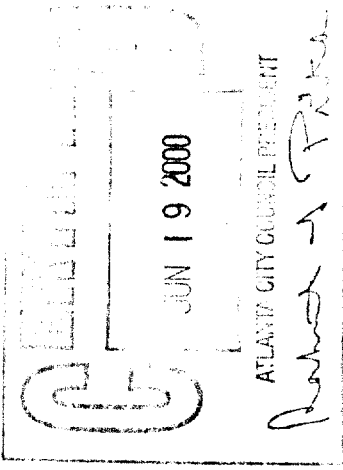
Members

Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☐ RC Vote

CERTIFIED



CERTIFIED
June 19 2000

Paul Douglas Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
JUN 27 2000
[Signature]
MAYOR



**CITY COUNCIL
ATLANTA, GEORGIA**

A RESOLUTION BY

00- R -0822

CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR PROJECT 752540 BRMLB-9042(1) FULTON COUNTY TO REPLACE THE BRIDGE ON CS2661/HOLLYWOOD ROAD AT PROCTOR CREEK IN FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, an Local Government Project Agreement for Hollywood Road Bridge Replacement over Proctor Creek 1.8 Miles North of Junction US 78, CS2661, BRMLB-9042(1), PI 752540 was executed February 17, 1995; and

WHEREAS, the present load carrying capacity of the Hollywood Road bridge over Proctor Creek is inadequate for modern highway traffic loads; and

WHEREAS, the Georgia Department of Transportation will fund the design and construction of the proposed replacement; and

WHEREAS, the Local Government Project Agreement requires the City of Atlanta to provide all rights-of-way and/or easements needed for the construction of project and remove existing structures or obstructions within the rights-of-way; and

WHEREAS, the City of Atlanta will make all utility relocations, adjustments or betterment of publicly owned utilities that are in conflict with construction of this project and reimbursement Georgia Department of Transportation for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities; and

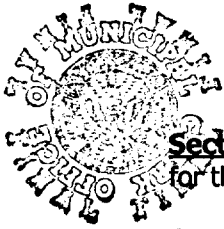
WHEREAS, the City of Atlanta will relocate or adjust all privately owned utilities to clear construction of this project, including adjustments at railroad crossings, if required; and

WHEREAS, the City of Atlanta will furnish detours, local borrow and waste pits as needed; and

WHEREAS, the City of Atlanta has requested that the Georgia Department of Transportation include the adjustment or installation of sanitary sewer facilities in its highway construction contract; and

WHEREAS, the Georgia Department of Transportation shall include in its contract for this project all work necessary to accomplish the adjustment of the City of Atlanta's facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:



Section 1: That the Mayor be and is hereby authorized to execute a utility relocation agreement for the bridge on City Street 2661/Hollywood Road over Proctor Creek in Fulton County, Georgia.

Section 2: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

Section 3: That this Agreement being for the sole purpose of providing a contractor for the City of Atlanta's sanitary sewer work, the City of Atlanta shall bear the cost of said work, the total amount of which shall not exceed Twenty Four Thousand Seven Hundred Forty Seven Dollars and No Cents (\$24,747.00) shall be paid from FAC #: 1C39 574001 M22F041492BA.

A true copy,

Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

JUNE 19, 2000
June 27, 2000



Department of Transportation

State of Georgia

#2 Capitol Square, S.W.

Atlanta, Georgia 30334-1002

WAYNE SHACKELFORD
COMMISSIONER
(404)656-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404)656-5277

STEVEN L. PARKS
DEPUTY COMMISSIONER
(404)656-5212

BILLY F. SHARP
TREASURER
(404)656-5224

404-657-6953

May 4, 2000

Georgia Project: BRMLB-9042 (1) FULTON COUNTY
G.D.O.T. P.I.: 752540

Mr. Ladun Esan
City of Atlanta
Public Works Manager, Streets
68 Mitchell Street, SW
Suite 4500
Atlanta, Georgia 30335

Dear Mr. Esan:

In accordance with your request, the adjustment of sanitary sewer facilities belonging to City of Atlanta is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting two counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the City of Atlanta will reimburse the State for performance of this work.

If the Agreement meets with your approval, please handle for execution on behalf of the City of Atlanta and return both counterparts to this office for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public affixes his seal alongside his signature. Also, complete the attached resolution forms and insert the date of resolution on page 5 of the Agreement. The Official Seal of the City of Atlanta is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.



Georgia Project: BRMLB-9042 (1) FULTON COUNTY
G.D.O.T. P.I.: 752540
Page 2
May 4, 2000

As soon as practicable, after the opening of bids, the Department will multiply the estimated quantities by the actual bid price. The Department will request in writing that the City of Atlanta pay the Department the amount as determined by the aforesaid method.

Very truly yours,

Dudley Ellis, P.E.
State Utilities Engineer

JB:cat

Attachment

cc:

Lem Dobbs, State Transportation Office Engineer
Attention: Deb Walker
Joe Palladi, State Urban Design Engineer
Steve Henry, District Engineer, Chamblee, Georgia
Attention: Steve Gafford, Utilities Engineer, Chamblee, Georgia



PROJECT: W064 - HOLLYWOOD RD. SANITARY SEWER RELOCATION
PROJECT #: BRMLB-9042(1)
PI #: 752540

September 24, 1999

ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE/UNIT	COST
660-0808	SANITARY SEWER PIPE, 200 mm, DUCTILE IRON	LM1	23	\$173.00	\$3,979.00
660-8010	SANITARY SEWER PIPE, 600 mm, DUCTILE IRON	LM1	68	\$250.00	\$17,000.00
668-3300	SANITARY SEWER MANHOLE, TP 1	EA	1	\$1,668.00	\$1,668.00
668-3313	SANITARY SEWER MANHOLE, TP 1, ADDITIONAL DEPTH, CL 3	LM1	5	\$420.00	\$2,100.00
TOTAL					\$24,747.00



GEORGIA PROJECT:
G.D.O.T. P.I. NO.:

BRMLB-9042 (1) FULTON COUNTY
752540

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and CITY OF ATLANTA, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to replace the bridge on City Street 2661/ Hollywood Road over Proctor Creek in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 6, 7, & 8 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of sanitary sewer facilities in its highway construction contract as shown on the attached detailed cost estimate; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for the LOCAL AGENCY'S sanitary sewer work, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

2. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

3. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon



ation, the LOCAL AGENCY shall furnish a check for the additional cost in the same proportionate amount as determined in Articles 6, 7 and 8 below.

4. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

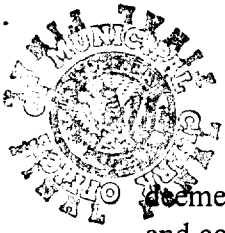
5. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

6. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid detailed cost estimate attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from quantities as shown in the detailed cost estimate attached hereto. The proportionate amount of the final construction cost to be borne by the LOCAL AGENCY is now estimated to be \$24,747.00 or 100 percent, based on prices as shown in the detailed cost estimate attached hereto.

7. It is agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall multiply the quantities shown in the detailed cost estimate by the actual bid prices. The LOCAL AGENCY shall pay to the DEPARTMENT the amount of the actual bid cost. The payment due the DEPARTMENT shall be made by the LOCAL AGENCY immediately upon notification.

8. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within thirty days after the statement is received from the DEPARTMENT.

9. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.



10. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the City of Atlanta, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



RESOLUTION

CITY OF ATLANTA.

BE IT RESOLVED by the Mayor and Council of the City of Atlanta, and it is hereby resolved, that the foregoing attached Agreement, relative to Project BRMLB-9042 (1) FULTON COUNTY to replace the bridge on City Street 2661/ Hollywood Road over Proctor Creek in Fulton County be entered into by the City of Atlanta and that William Campbell, as Mayor and Rhonda Johnson, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Mayor and Council for the City of Atlanta.

Passed and adopted, this the _____ day of _____, 2000.

ATTEST:

BY: _____
CLERK

BY: _____
MAYOR

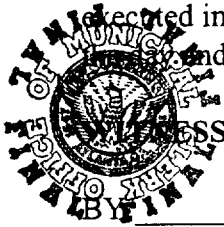
STATE OF GEORGIA,

CITY OF ATLANTA.

I, Rhonda Johnson, as Clerk of the City of Atlanta, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and Council for the City of Atlanta.

WITNESS my hand and official signature, this the _____ day of _____, 2000.

BY: _____
CLERK



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as original by their authorized representative and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF ATLANTA

BY: _____
NOTARY PUBLIC
(SEAL)

BY: _____
MAYOR

Signed on behalf of the City of Atlanta pursuant to resolution
dated _____.

FEIN _____ BY: _____
***** CLERK

(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
DEPUTY COMMISSIONER

WITNESS AS TO THE DEPARTMENT:

Signed, sealed and delivered this _____
day of _____, 2000,
in the presence of:

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER

OFFICIAL CUSTODIAN OF THE SEAL



**MUNICIPAL CLERK
ATLANTA, GEORGIA**

94-R-215

A RESOLUTION

11/28/94

BY: CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE PROPOSED REPLACEMENT OF THE HOLLYWOOD ROAD BRIDGE OVER PROCTOR CREEK; AND FOR OTHER PURPOSES.

WHEREAS, the present load carrying capacity of the Hollywood Road bridge over Proctor Creek is inadequate for modern highway traffic loads; and

WHEREAS, the Georgia Department of Transportation is proposing to add the replacement of the Hollywood Road bridge over Proctor Creek to its construction work program; and

WHEREAS, the Georgia Department of Transportation will fund the design and construction of the proposed replacement; and

WHEREAS, the Georgia Department of Transportation has requested that the City provide all rights-of-way and easements required for construction and remove all obstructions within such right-of-way; and

WHEREAS, the Georgia Department of Transportation has further requested that the City adjust or relocate all publicly owned utilities and cause to be adjusted or relocated all privately owned utilities that are in conflict with the construction of the project; and

WHEREAS, the proposed project is included in the Comprehensive Development Plan and the Capital Improvement Program of the City of Atlanta; and

WHEREAS, it is deemed to be in the public interest for the Hollywood Road bridge to be replaced.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute the Local Government Project Agreement for the replacement of the Hollywood Road bridge over Proctor Creek.

A true copy,

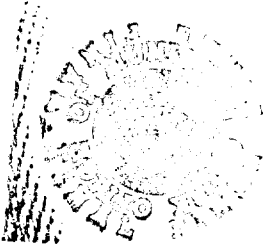
Olivia F. Woods
Municipal Clerk, CMC

ADOPTED by the City Council
APPROVED by the Mayor

December 05, 1994
December 09, 1994



752540 BRMLB-9042(1)
FULTON
REPLACEMENT BRIDGES
CS 2661/HOLLYWOOD ROAD @ PROCTOR
CREEK 1.8 MI N OF JCT US 78 - .20



WAYNE SHACKELFORD
COMMISSIONER

FRANK DANCHETZ
STATE HIGHWAY ENGINEER



Department of Transportation
State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

G. CHARLES LEWIS
DEPUTY COMMISSIONER

ARTHUR A. VAUGHN
TREASURER

September 27, 1994

LOCAL GOVERNMENT PROJECT AGREEMENT

In consideration of the proposed improvements, the City of ATLANTA agrees to provide or perform the following at no cost to the Georgia D.O.T. for project BRMLB-9042(1), PI # 752540, FULTON County:

BRIDGE REPLACEMENT - CS 2661

CS 2661/HOLLYWOOD ROAD @ PROCTOR CREEK 1.8 MILES N OF JUNCTION US 78

[X] Provide all rights-of-way and/or easements needed for the construction of project and remove existing structures or obstructions within the rights-of-way.

[X] Make all utility relocations, adjustments or betterments of publicly owned utilities that are in conflict with construction of this project. Reimburse Georgia D.O.T. for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities.

[X] Relocate or adjust all privately owned utilities to clear construction of this project, including adjustments at railroad crossings if required.

[X] Furnish detours, local borrow & waste pits as needed.

[] We support this project but choose not to commit any funding, realizing this may delay the project until additional funding can be found.

This 17th day of February, 1995

APPROVED

City/County Official
MAYOR

MUNICIPAL CLERK

CITY ATTORNEY

